

EXHIBIT D

Post-Effective Date Debtor Amount

Pursuant to Article I.A.105 and Article V.E of the Plan, the Post-Effective Date Debtor Amount is an amount to be agreed by the Debtors, UCC, and EC, which shall be used to fund: (a) the fees and expenses of the Post-Effective Date Debtors in performing their duties under the Plan; (b) the Claims Ombudsman Expenses; and (c) future operational expenses, as permitted by the Plan. To the extent that the Debtors, UCC, and EC are unable to reach agreement on the Post-Effective Date Debtor Amount, the Plan provides that the Debtors will disclose their proposed amount in this Plan Supplement (subject to further amendments and objections from the EC and the UCC) and such amount shall be determined by the Bankruptcy Court at the Confirmation Hearing to the extent agreement is not reached.

As of the filing of this Plan Supplement, the Debtors, UCC, and EC have not all agreed on the Post-Effective Date Debtor Amount. Each of the Debtors, UCC, and EC reserve all rights with respect to the Post-Effective Date Debtor Amount, which, if the parties do not all reach agreement, shall be determined by the Bankruptcy Court at the Confirmation Hearing.

The Debtors' proposed Post-Effective Date Debtor Amount as of the date hereof is: **\$7.2 million**. The EC is supportive of the \$7.2 million amount. The UCC has not agreed to such amount.

THE DEBTORS RESERVE THE RIGHT TO ALTER, AMEND, SUPPLEMENT, OR MODIFY, THE PROPOSED POST-EFFECTIVE DATE DEBTOR AMOUNT DISCLOSED ABOVE FOR ANY REASON.